

EXHIBIT F

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

CLARITY SPORTS INTERNATIONAL LLC and JASON BERNSTEIN,	:	
	:	
	:	
Plaintiffs,	:	
	:	
v.	:	No. 1:19-CV-00305 (YK)
	:	
REDLAND SPORTS, GERRY OCHS,	:	
MVP AUTHENTICS, LLC,	:	
DARYL EISENHOUR, JASON SMITH,	:	
BOONE ENTERPRISES, INC. d/b/a	:	
BOONE ENTERPRISES AUTHENTIC	:	
AUTOGRAPHS, CRAIG BOONE and CAA	:	
SPORTS LLC,	:	
	:	
Defendants.	:	

**NON-PARTY KENNY GOLLADAY’S RESPONSES AND OBJECTIONS
TO NON-PARTY SUBPOENA TO TESTIFY AT A DEPOSITION IN A CIVIL ACTION**

Subject to, and without waiver of non-party Kenny Golladay’s continuing objection that he is not subject to the jurisdiction of the above-referenced Court, and pursuant to Fed. R. Civ. P. 45(d), Mr. Golladay hereby serves upon counsel for Plaintiffs Jason Bernstein and Clarity Sports International, LLC (“Plaintiffs”) the within written responses and objections to the Subpoena to Testify at a Deposition in a Civil Action that Plaintiffs issued him in the above matter dated January 22, 2021 (the “Non-Party Subpoena”) as follows.

General Responses And Objections

1. All of the general responses and objections set forth below are applicable to, and are hereby incorporated by reference in, each and every response to the Non-Party Subpoena, and any response by Mr. Golladay is made subject to, and without waiver of, these general objections.

2. Plaintiffs’ Non-Party Subpoena improperly seeks overly broad, irrelevant, unduly burdensome, highly confidential, and potentially vexatious document discovery from non-party

Mr. Golladay in contravention of Fed.R.Civ.P. 45 and applicable law as if he were a party to the above-referenced action.

3. Plaintiffs' Non-Party Subpoena is overly broad and disproportional to the apparent needs of the above-referenced case for reasons that include, but are not limited to, the fact that Plaintiffs' Non-Party Subpoena requests documents from Mr. Golladay spanning a two-year period of time (January 21, 2018 to January 21, 2020, pursuant to Court Order in this matter attached to the Non-Party Subpoena as Exhibit "C"), when the Third Amended Complaint (attached to the Non-Party Subpoena as Exhibit "B") demonstrates that the factual issues raised therein relate to alleged incidents that occurred (if at all) over a roughly thirty-day period of time.

4. Plaintiffs' Non-Party Subpoena improperly seeks attorney-client privileged communications, as well as attorney work product, including without limitation documents and other things post-dating the filing of the above-referenced action.

5. Plaintiffs' Non-Party Subpoena is additionally overly broad, unduly burdensome, and disproportional to the apparent needs of the above-referenced case, insofar as it seeks "each and every communication" and/or "each and every document" over a two-year period of time between Mr. Golladay, on the one hand, and Mr. Jake Silver, Mr. Todd France, and any employee of CAA Sports LLC ("CAA"), on the other hand, without regard to the subject matter of the communication, or whether that subject matter bears any relevance to the above-referenced action.

6. Plaintiffs' Non-Party Subpoena is vague and ambiguous for reasons including, but not limited to, that it seeks communications with CAA and/or Todd France and "anyone acting on [their] behalf."

7. Plaintiffs' Non-Party Subpoena is objectionable to the extent that any portion thereof purports to place any greater or different obligation or burden upon non-party Mr. Golladay than required under the Federal Rules of Civil Procedure or other applicable law.

8. Any response made by Mr. Golladay to Plaintiffs' Non-Party Subpoena is made solely for the purposes of the above-referenced action. Consequently, any response is made subject to all objections as to competence, materiality, relevance, privilege, confidentiality, or other objections as to admissibility which may apply in the event that any such response, or the information contained therein, is sought to be used in court. Mr. Golladay expressly reserves all such objections.

9. Mr. Golladay objects to the purported definitions and instructions set forth in the Non-Party Subpoena. As to the definitions, Mr. Golladay has interpreted the language in the Non-Party Subpoena in accordance with everyday usage of the English language, unless the context requires a different interpretation. To do otherwise would create a potential for confusion in the understanding of Mr. Golladay's responses. As to the instructions, Mr. Golladay's responses are governed by the Federal Rules of Civil Procedure and applicable law.

10. Mr. Golladay objects to the Non-Party Subpoena on the grounds that it seeks information which is not relevant to any party's claim or defense or proportional to the needs of the above-referenced action, and has a burden or expense that outweighs the discovery's likely benefit.

11. Mr. Golladay objects to the Non-Party Subpoena to the extent it seeks the identification or production of documents which are not in his possession, custody, or control.

12. Mr. Golladay objects to the Non-Party Subpoena to the extent that it seeks documents or information that constitute or contain confidential, proprietary or trade secret information.

13. Mr. Golladay reserves his right to assert additional general and specific objections to the Non-Party Subpoena as, or when, appropriate.

Specific Responses and Objections

1. *Each and every communication between you and Jake Silver.*

RESPONSE: Subject to and without waiver of the General Responses and Objections, all of which are incorporated by reference herein, and after conducting a reasonable search, Mr. Golladay states that he has no documents responsive to this request.

2. *Each and every communication between you and Todd France.*

RESPONSE: Subject to and without waiver of the General Responses and Objections, all of which are incorporated by reference herein, and after conducting a reasonable search, Mr. Golladay states that he has no documents responsive to this request.

3. *Each and every communication between you and any employee of CAA Sports LLC, or anyone acting on its behalf.*

RESPONSE: Subject to and without waiver of the General Responses and Objections, all of which are incorporated by reference herein, and after conducting a reasonable search, Mr. Golladay states that he has no documents responsive to this request.

4. *Each and every document or communication that concerns, relates to, or mentions the January 21, 2019 appearance and autograph signing by you in Lombard, Illinois that is referenced in the Complaint.*

RESPONSE: Subject to and without waiver of the General Responses and Objections, all of which are incorporated by reference herein, and after conducting a reasonable search, Mr. Golladay states that he has no documents responsive to this request.

5. *Each and every document or communication that concerns, relates to, or mentions the negotiations and/or discussions for, about, or concerning the January 21, 2019 appearance and autograph signing by you in Lombard, Illinois that is referenced in the Complaint.*

RESPONSE: Subject to and without waiver of the General Responses and Objections, all of which are incorporated by reference herein, and after conducting a reasonable search, Mr. Golladay states that he has no documents responsive to this request.

6. *Each and every communication between you and Todd France that concerns, relates to, or mentions the January 21, 2019 appearance and autograph signing by you in Lombard, Illinois that is referenced in the Complaint.*

RESPONSE: Subject to and without waiver of the General Responses and Objections, all of which are incorporated by reference herein, and after conducting a reasonable search, Mr. Golladay states that he has no documents responsive to this request.

7. *Each and every communication between you and Jake Silver that concerns, relates to, or mentions the January 21, 2019 appearance and autograph signing by you in Lombard, Illinois that is referenced in the Complaint.*

RESPONSE: Subject to and without waiver of the General Responses and Objections, all of which are incorporated by reference herein, and after conducting a reasonable search, Mr. Golladay states that he has no documents responsive to this request.

8. *Each and every communication between you and any employee of CAA Sports LLC, or anyone acting on its behalf, that concerns, relates to, or mentions the January 21, 2019 appearance and autograph signing by you in Lombard, Illinois that is referenced in the Complaint.*

RESPONSE: Subject to and without waiver of the General Responses and Objections, all of which are incorporated by reference herein, and after conducting a reasonable search, Mr. Golladay states that he has no documents responsive to this request.

9. *Each and every communication between you and any person acting on behalf of Todd France.*

RESPONSE: Subject to and without waiver of the General Responses and Objections, all of which are incorporated by reference herein, and after conducting a reasonable search, Mr. Golladay states that he has no documents responsive to this request.

AS TO OBJECTIONS:

KLEHR HARRISON HARVEY BRANZBURG, LLP

Dated: August 13, 2021

/s/ Michael A. Iaconelli

*Attorneys for Non-Party,
Kenny Golladay*

CERTIFICATE OF SERVICE

I, Michael A. Iaconelli, hereby certify that on August 13, 2021, I served a true and correct copy of *Non-Party Kenny Golladay's Responses and Objections to Subpoena to Testify at a Deposition in a Civil Action* via email as follows:

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Dated: August 13, 2021

/s/ Michael A. Iaconelli

*Attorneys for Non-Party,
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